

The U.S. General Services Administration invites you to bid on  
**THE UNITY LOWER COMPOUND**  
located in Unity, Oregon

**This property is being re-advertised for sale by the USDA  
Forest Service, Wallowa-Whitman National Forest**

**Auction Summary - Online Auction**

Start Date: **October 14, 2010**

End Date: **Based on Bidding**

Property in Unity, OR:	Suggested Bid:	Bid Deposit:	Minimum Bid Increment:	Property Code:
Unity Lower Compound	\$80,000.00	\$5,000.00	\$1,000.00	221

**Auction Site Web Page**

[www.auctionrp.com](http://www.auctionrp.com)

Register and submit your bid.

Click on *Featured Auctions* and then select the property you are interested in to view and download Property Sales information.

**Property Disposal Web Page**

<https://propertydisposal.gsa.gov>

Click on Oregon to view and download Property Sales information

**Online Auction Assistance**

Lisa Roundtree

253-931-7709

e-mail: [lisa.roundtree@gsa.gov](mailto:lisa.roundtree@gsa.gov)

**Sales Information**

Laura Livingston, Realty Specialist

(541) 523-1230

e-mail: [llivingston@fs.fed.us](mailto:llivingston@fs.fed.us)

**For additional photos of the property,  
including interior pictures of the buildings,  
go to [www.fs.fed.us/r6/w-w](http://www.fs.fed.us/r6/w-w)**

**IMPORTANT NOTICE!!**

**In order to become a qualified bidder, send  
Bid Form and Registration Deposit to:**

U.S. General Services Administration  
Office of Real Property Disposal (9PZF-10)

400 15<sup>th</sup> Street S.W.

Auburn, WA 98001-6599

Attn: Lisa Roundtree, Realty Officer

**Inspection Opportunities**

You may inspect the site and the exteriors of the buildings anytime during daylight hours. The interiors can be inspected through scheduled appointments, by calling Laura Livingston at (541) 523-1230.

**Suggested Opening Bid**

The Suggested Opening Bid does not represent the value of the Property but rather provides a reasonable starting point for the online auction. Bids may be submitted below the Suggested Opening Bid, however the Government reserves the right to reject any and all bids below this value.

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Monument Rock Wilderness as seen from the Unity Lower Compound

**This sale is a re-advertisement of a property that was listed for sale by the Forest Service under IFB No 9PZF-10-10, from June 14 to September 16, 2010.**

This sale consists of a Forest Service Compound containing multiple buildings on 6.57 acres, located in the City of Unity, Oregon, in Baker County. The project is authorized under the Forest Service Facility Realignment and Enhancement Act (FSFREA) of 2005. The property will be auctioned and sold as one parcel. A Bid Deposit is required and a Suggested Opening Bid amount has been established for the property, as shown on page 1.



Mobile Home



Heated Storage Bldg



Storage Bldg



Open Storage Bldg



Barn



Pasture

### **Unity Lower Compound: 316 Federal Loop**

This **6.57** acre compound contains 1 residence, 4 large storage buildings, 2 small storage sheds, and a small pasture area. The manufactured home was constructed in 1989, is approximately 1,782 square feet, and contains 4 bedrooms and 2 bathrooms. The storage buildings were constructed between 1972 and 1991, and consist of a heated storage building of 385 sq. ft. (has contained paint, gas, oil, herbicides, etc), a storage building of 962 sq. ft. (has contained ATVs), an open storage building of 748 sq. ft. (open on the north end with a loading dock), a barn of 1466 sq. ft., 2 small storage sheds of 192 sq.ft. and 252 sq.ft.(not shown), and up to 4 mobile home pads. The compound is on city water and sewer, is within the City limits of Unity, Oregon, and is zoned Residential.

# PROPERTY DESCRIPTIONS

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## 1. LOCATION AND SETTING

**Unity, Oregon**, is located in scenic northeastern Oregon, in Baker County, with an elevation of just over 4000 feet. Unity is approximately 48 miles southwest of Baker City, Oregon, or 50 miles east of John Day, Oregon. Both Baker City and John Day are full service communities. Unity is approximately 1 hour from either location. Unity is 2 hours from a full service airport in Boise, Idaho.

The **City of Unity** currently has a population of approximately 100. The area is known for its scenic qualities and includes small town living with hunting and hiking just a short drive away. Recreation Activities include hiking and hunting in the Monument Rock Wilderness Area, fishing and boating on Unity Reservoir and along the Burnt River, and camping on the Wallowa-Whitman National Forest. The Burnt River School is located in Unity and includes grades K-12.

The sale property is managed by the Wallowa-Whitman National Forest, and is located within the city limits of Unity, Oregon. The property has scenic views of the surrounding Mountains, and access to city sewer and water services.

## 2. SALE PARCEL DESCRIPTION

The Unity Lower Compound includes over 6 acres and contains a residence, 4 main storage buildings and 2 small sheds on the developed portion of the parcel. The undeveloped areas were previously used as horse pastures and for storage. The residence on the Compound is a single-story, manufactured home with an aluminum roof. The storage buildings on the Lower Compound include a heated storage building (has contained paint, herbicides, etc), a storage building (has contained ATVs), an open storage building (open on one end with a loading dock), and a barn. The storage buildings are all wood frame construction with aluminum roofs and aluminum siding. There are 2 additional small storage buildings (sheds) located on the Unity Lower Compound, as well as up to 4 additional mobile home pads with water and

electricity available. The buildings are all in fair to good overall condition.

All of the buildings have electrical power. The buildings all have frontage onto gravel roads, off of Highway 26. While all the improvements are sound, the buildings on both compounds may have been vacant for an extended period of time and may suffer from some level of neglect. The buildings and sites are at least of average quality for the neighborhoods and marketing areas. The house has been used for permanent and temporary housing for employees of the Wallowa-Whitman National Forest.

**Bidders are reminded that the properties are offered for sale and will be sold "As is" and "Where is" without representation, warranty, or guarantee, quality, title, character, condition, size or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of the auction.**

## 3. DRIVING DIRECTIONS

**From Baker City:** Travel south on Highway 7, then south and west on Highway 245 over Dooley Mountain. At the junction with Highway 26, head east to Unity. Trip is approximately 48 miles and takes about 1 hour.

**From John Day:** Travel east on Highway 26 to Unity. Trip is approximately 50 miles and takes about 1 hour.

The Unity Lower Compound is on the west side of Highway 26 on Federal Loop.

## 4. LEGAL DESCRIPTIONS

A parcel of land located in the E½NE¼ of Section 17, in Township 13 South, Range 37 East, W.M., Baker County, Oregon. Parcel contains 6.57 acres.

## 5. ASSESSOR'S PARCEL NUMBERS:

13S37 Tax Lot 1600, City of Unity, Baker County, Oregon. For county tax and plat maps,

visit [www.ormap.org](http://www.ormap.org), click on "Maps Online", and choose Baker County.

## **6. EASEMENTS, ENCROACHMENTS AND RESERVATIONS**

- (1) Subject to the rights of the public in and to any portion of the herein described premises lying within the boundaries of roads or highways.
- (2) Subject to the rights of the public and of governmental bodies in and to any portion of the herein described premises lying below the mean high water mark of Job Creek.
- (3) Subject to the terms and provisions of Water Users Contract between Burnt River Irrigation District and Herbert Morfitt et ux, recorded March 30, 1938, in Leases & Agreements Book "N", page 388, as applied to the herein described property by instrument recorded April 23, 1965, in Deeds 65 17 002.
- (4) Subject to a road Right-of-Way granted to Baker County recorded January 18, 1927 in Deed Book 107, page 177.
- (5) Subject to road Right-of-Way granted to Baker County recorded May 4, 1929, in Deed Book 112, page 265.
- (6) Subject to a ditch and road Right-of-Way conveyed to Camp Creek Water Company, a corporation, recorded Sept. 6, 1930, Book 114, Page 414 of Deeds, over the E½NE¼ of Section 17, T.13S., R.37E., W.M.
- (7) Subject to a Right-of-Way Easement to Oregon Telephone Corp recorded 2/4/75 as Deed 75-06-052 dated 6/2/75.
- (8) Subject to a Road Right-of-Way conveyed to Baker County, recorded Nov. 2, 1970, Deed 70 44 013 for County Road No. 1300 (now County Road No. 600).

**Mineral Status:** Mineral rights will be conveyed with the surface rights.

**Water Rights:** There are no water rights of record tied to the property.

**Encroachments:** There are no known encroachments on the property.

The property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, railroads, power lines, telephone lines and equipment, pipelines, drainage, ditches, sewer and water mains and lines, public utilities, public roads, and other rights-of-way, and the easements, reservations, rights and covenants reserved by the Grantor herein.

The property is subject to CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act) Notices and Covenants regarding hazardous substances as listed on pages 16-19.

## **7. UTILITIES**

Electrical and telephone services are available to the residence, and to some of the storage buildings on the Compound. The utilities may have been shut off by the Government prior to the sale.

Procurement of utility services shall be the responsibility of the Purchaser. Bidders are urged to contact the utility providers below for information on the availability of utilities. Electrical hook-ups are separately metered for each of the buildings.

The residence is on a city sewer and water system. Currently water to the property is metered on one central meter, which serves both the Unity Lower Compound and all 4 residences on the adjacent Unity Middle Compound. The City of Unity has recently passed an ordinance requiring each residence to be separately metered for water consumption.

**Buyers will be required to separately meter the property post sale, to meet City standards. The estimated cost is estimated at less than \$1000.** The water may be shut off and the facilities winterized prior to sale.

The residence on the Compound has electric forced air heat and a propane stove.

Utility Services for Unity, Oregon:

**Telephone Service:**

Oregon Telephone Corporation (541) 932-4411  
(800) 848-7969

Verizon (800) 483-5000

Quest

Century Tel

**Electric Service:**

Oregon Trail Electric Cooperative (OTEC)

Baker City (541) 523-3616

John Day (541) 575-0161

**Water & Sewage Service:**

City of Unity, (541) 446-3544

**Propane Service:**

Ed Staub & Sons Petroleum (541) 575-0804

# GENERAL TERMS OF SALE

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## 1. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") as used herein refers to the foregoing IFB and its Property Description, General Terms of Sale, Important Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form for Purchase of Government Property and Exhibits, all of which are attached to this IFB by reference, and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued by the Government prior to the conclusion of the online auction.

## 2. DESCRIPTION PROVIDED IN IFB

The description of the Property set forth in the IFB and any other information provided herein with respect to said Property are based on the best information available to the USDA Forest Service and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

## 3. INSPECTION

Inspection of the Property is the sole responsibility of the bidder. Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. The properties are locked and vacant. You may inspect the exteriors of the houses and storage buildings anytime during daylight hours. Please do not disturb the neighbors. The interiors can be inspected through scheduled appointments. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

## 4. CONDITION OF PROPERTY

The Property is offered for sale and will be sold **"AS IS"** and **"WHERE IS"** without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and claim(s) for any allowance or deduction upon such grounds will NOT be considered.

## 5. ZONING

The properties will all be subject to the jurisdiction of the City of Unity. The properties are all within the City's **Residential Zone**.

### IMPORTANT NOTE

**Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the Property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.**

For more zoning information, please contact:

The City of Unity at (541) 446-3544 or the Baker County Department of Planning and Community Development (541) 523-8219

## 6. CONTRACT

The IFB and the bid, whether as an initial written bid or a bid placed online, when accepted by the Government shall constitute an agreement for sale between the successful bidder ("Purchaser") and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of

either party shall be a part of such contract, nor shall the contract or any interest therein, be transferred or assigned by the Purchaser without the consent of the Government. Any assignment transaction without such consent shall be void.

## **7. TAXES AND CLOSING COSTS**

As of the date of conveyance of the Property, the Purchaser shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the Property, and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

**All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser.**

## **8. RISK OF LOSS**

a. As of the date of conveyance, the Purchaser shall assume responsibility for care and handling and all risks of loss or damage to the Property and have all obligations and liabilities of ownership.

b. In the event of a major loss or damage to the Property as a result of fire or other cause during the period of time between acceptance of the bid by the Government and date of conveyance, such loss or damage shall NOT be considered grounds for invalidating the contract of sale or reduction of the purchase price.

## **9. REVOCATION OF BID AND DEFAULT**

In the event of revocation of a bid after the opening of bids, but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the Purchaser shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

## **10. GOVERNMENT LIABILITY**

If the Bid for Purchase of Government Property is accepted by the Government and a) the Government fails for any reason to perform its obligations as set forth herein; or b) Title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close, the Government shall promptly refund to Purchaser all amounts of money Purchaser has paid, without interest, whereupon the Government shall have no further liability to Purchaser.

## **11. TITLE EVIDENCE**

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the Property.

## **12. TITLE**

If a bid for the purchase of the Property is accepted, a Quitclaim Deed will convey the Government's interest. The Government does not pay for title insurance but the Purchaser is encouraged to acquire a title insurance policy from a local title company.

## **13. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE**

The Government shall set a sale closing date of approximately sixty (60) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the sixty (60) calendar day period.

Prior to closing, the Purchaser may open an escrow account with an independent, unaffiliated local escrow company to handle the closing. The Government does not mandate use of a

particular escrow company. **All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser.** As part of the closing the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

On the closing date, the Purchaser shall tender to the Government (or to the Escrow Holder) the balance of the purchase price in the form of a cashier's check, certified check or electronic wire transfer. Upon such tender being made by the Purchaser, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance.

The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents.

#### **14. DELAYED CLOSING**

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

#### **15. SALE AND CONVEYANCE**

The sale and conveyance of the Property shall be made subject to the following:

a) All covenants, easements, reservations, restrictions, encumbrances and encroachments, whether of record or not.

b) Any statement of facts which a physical inspection and accurate survey of the Property may disclose.

#### **16. DOCUMENTARY STAMPS AND COST OF RECORDING**

The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

A conformed copy of the recorded Quitclaim Deed shall be provided by the Purchaser to the Forest Service, within five (5) business days after recording, at the following address:

**USDA Forest Service  
P.O. Box 907  
Baker City, Oregon 97814  
Attn: Laura Livingston, Realty Specialist**

#### **17. OFFICIALS NOT TO BENEFIT**

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise there from, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. U.S. General Services Administration employees are prohibited from bidding on the Property offered in the IFB.

#### **18. ADDITIONAL INFORMATION**

GSA, at the address given in this IFB, will upon request, provide additional copies of this IFB and answer requests for additional available information concerning the Property offered to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the Property information at [propertydisposal.gsa.gov](http://propertydisposal.gsa.gov).

## **20. WAIVER OF INFORMALITIES OR IRREGULARITIES**

The Government may, at its election, waive any minor informality or irregularity in bids received.

# IMPORTANT INSTRUCTIONS TO BIDDERS

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## 1. AUCTION START DATE

The auction re-opens on **October 14, 2010** at 9:00 a.m. (Pacific Time).

## 2. TYPE OF SALE

This sale will be an online auction conducted at [www.auctionrp.com](http://www.auctionrp.com) and by submission of initial written bids by mail. The auction will be conducted over a period of several weeks (or months) as determined by bid activity. The date for receipt of final bids will be announced at [www.auctionrp.com](http://www.auctionrp.com), with at least three business days prior notice (see Paragraph 10, Call for Final Bids). The auction may continue beyond that date as long as bidders are willing to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

## 3. TERMS OF SALE

Bids to purchase must be on an **ALL CASH** basis only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. The USDA Forest Service has no information on the availability of private financing or on the suitability of this Property for financing.

## 4. SUGGESTED OPENING BID

The suggested opening bid for the property is listed in the table on page 1. The suggested opening bid amount does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

## 5. BIDDER REGISTRATION

a) Bidder registration is a three-step process:

(1) An interested bidder should register online at the auction web site, [www.auctionrp.com](http://www.auctionrp.com).

(2) Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Property" accompanying this IFB. All information and

certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. Additional bid forms are available upon request or you may photocopy the form in this IFB. The Bidder Registration and Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Bid Form must be signed and dated.

(3) A bid deposit as listed in the table on page 1 must accompany your Bidder Registration and Bid Form, in the form of a cashier's check, certified check or credit card information (Visa or MasterCard). Personal or company checks are **NOT** acceptable and will be returned to the sender. Checks must be made payable to: **"U.S. General Services Administration"**.

Deposits by credit card may be initiated over the Internet by following the instructions at [www.auctionrp.com](http://www.auctionrp.com). Bidders must also complete, sign and submit the enclosed Registration Deposit by Credit Card form along with the Bidder Registration and Bid Form to be authorized to bid.

Only upon GSA's verification of your registration deposit will you be allowed to bid. All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

b) To register to bid and if you are prepared to make an initial written bid, please complete the enclosed Bidder Registration and Bid Form for Purchase of Government Property and send, along with the required Registration Deposit, to:

GSA Office of Real Property Disposal (9PZF-10)  
400 15<sup>th</sup> Street S.W.  
Auburn, WA 98001-6599  
Attn: Lisa Roundtree, Realty Officer

### **Your initial written bid is a binding offer.**

If the Registration Deposit is to be provided by credit card, the Registration deposit by Credit Card Form and the Bidder Registration and Bid Form can also be submitted to GSA by fax at 253-931-7554.

c) It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.

d) Registration may occur anytime prior to the conclusion of the auction. However, the Government makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register as soon as the auction opens. A bid made online will supersede a written bid of an equal or **lesser** amount. An initial written bid may be posted online by the auction manager, if the auction manager has issued a call for final bids, **and** the written bid has not been posted online by the registered bidder, and the written bid is higher than the current high bid.

## 6. USER IDENTIFICATION AND PASSWORD

User Identification ("ID") and Password are used to register online and to place bids online. When you register online, you will be required to assign your own User ID (limited to eight [8] characters). The required password must be at least eight [8] characters and must include: a) one letter, b) one number, and c) one special character such as: ! @ # \$ % ^ & \* ( ). Since the User ID is used to publicly identify bids, and for your privacy, we strongly encourage you to create your User ID in a manner that protects you or your company's identity. The User ID number will be used to identify the bidders at [www.auctionrp.com](http://www.auctionrp.com). In the event you forget your User ID and/or password or are locked out from the system, it is your responsibility to contact GSA, during normal business hours, to obtain assistance.

## 7. BIDDING IN GENERAL

a) Registered bidders may increase their initial written bids, or place an initial online bid by following the instructions at [www.auctionrp.com](http://www.auctionrp.com). By submitting your bid through [www.auctionrp.com](http://www.auctionrp.com), you agree that your bid is a binding offer. You will be legally obligated for

any and all bids submitted using your ID number and password.

b) Bids received through [www.auctionrp.com](http://www.auctionrp.com) are date and time stamped according to the Official Time. The "Official Time" is based on the date and time established by the data processing server located in the Washington D.C. metro area. This location is in the Eastern Time zone. Bids received are automatically adjusted and displayed to reflect the time zone specified for the Property in the IFB and as listed at [www.auctionrp.com](http://www.auctionrp.com). The Government will not be responsible for any discrepancies between the Official Time and the time indicated, displayed, or otherwise stated or represented by a registered bidder.

c) Bids must be submitted without contingencies.

d) Bids by mail that are not submitted on GSA forms will be rejected.

e) Increased bids are not accepted by fax.

## 8. DAILY BIDDING RESULTS

Bidders are strongly encouraged to monitor bidding activity at [www.auctionrp.com](http://www.auctionrp.com). New bids and auction closing information will be posted to this site. The online auction site is updated immediately when new bids are received.

Bidders will be notified via [www.auctionrp.com](http://www.auctionrp.com) when bidding will be closed. If your bid is not accurately shown on the web page, then you should call GSA at 253-931-7547. Bidders are urged to pay close attention to [www.auctionrp.com](http://www.auctionrp.com) which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

## 9. INCREASING YOUR BID

If you learn from the auction web page that your bid was not the high bid, or if another bidder exceeds your previously high bid, you may increase your bid until such time as bidding is closed. Increases in previously submitted bids are welcome and your registration deposit will apply to subsequent increased bids. All increased bids must be made online. Increased bids must be at least the Minimum Bid Increment, as listed on page 1 of this IFB, more

than the previous high bid in order to be considered. The Government reserves the right to modify the bid increment at any time prior to the close of the sale. To increase a previously submitted initial written bid, bidders must bid online at [www.auctionrp.com](http://www.auctionrp.com). In the event that two bids of equal value are received via U.S. Mail or online, the first bid received will be recognized.

## **10. CALL FOR FINAL BIDS**

The Government will announce a date for the receipt of final bids. That date will be announced at [www.auctionrp.com](http://www.auctionrp.com). On that date, if no increased bid is received between 9:00 a.m. and 3:00 p.m. Pacific Time, then bidding will close at 3:00 p.m. and consideration will be given to selling the Property to the high bidder. If an increased bid is received between 9:00 a.m. and 3:00 p.m. Pacific Time on that announced date, then bidding will be continued over until the next business day, excluding Federal holidays and weekends, on the same terms. Eventually, no one will outbid the high bidder and bidding will close at 3:00 p.m. Pacific Time on that day. There is no advantage to waiting until the last minute to bid.

## **11. CONTINUING OFFERS**

Each bid received shall be deemed to be a continuing offer for 90 calendar days after the date of the final bid submittal by a bidder until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the above time period, the consent of the bidder shall be obtained prior to such expiration.

## **12. ACCEPTABLE BID**

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government, price and other factors considered.

## **13. NOTICE OF ACCEPTANCE OR REJECTION**

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to

the bidder or his duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

## **14. HIGH BIDDER DETERMINATION**

Once bidding stops and the high bid is confirmed, the high bid will be considered for acceptance. There is no guarantee that the Government will accept the high bid.

If the Government accepts the high bid, the USDA Forest Service will issue an Award Letter to the high bidder, which will constitute acceptance of the high bid and declare the high bidder to be the Purchaser of the Property.

## **15. AUCTION DISPUTE RESOLUTION**

The Government reserves the right to temporarily suspend or stop the auction for any reason without award and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems or other bidding issues, the Government will determine the high bidder and the high bid amount, re-open bidding and allow the auction to proceed according to the bidding terms described herein.

## **16. TRANSACTION CLOSING AND REFUND OF REGISTRATION DEPOSITS**

a) Upon acceptance of a bid, the appropriate bid deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer is payable within sixty (60) calendar days after acceptance of bid. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.

b) Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders who provided Registration Deposits by check may elect to receive the refund by U.S. Treasury check or by an electronic funds transfer (EFT). Bidders will be

required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (EIN). The use of an individual's SSN is subject to the Privacy Act of 1974 5 U.S.C. Section 552a, and will be collected only for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Registration Deposits provided by credit card will be credited to the same account number provided. Appropriate Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders may elect to receive the refund by U.S. Treasury check or by an electronic transfer of funds. Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number. The use of an individual's SSN will be collected only for the proper refund of the Registration Deposit.

c) Registration Deposits received from the two highest bidders will be held as stipulated in Paragraph 17, Back-up Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds will be processed timely but will require several weeks to complete.

## **17. BACK-UP BIDDER**

The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second highest bidder's bid may then be considered for award. The backup bidder's Registration Deposit will be retained, without interest, until the property is awarded to the first high bidder. Subsequently the Registration Deposit of the second-high bidder will be refunded by U.S. Treasury check or by an electronic transfer of funds or credit card refund thereafter. In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

## **18. ONLINE BIDDING**

The Government will not be responsible for any failure attributable to the inability to transmit a bid, the transmission or receipt of an online bid, including, but not limited to the following:

- a) Receipt of a garbled or incomplete bid.
- b) Availability or condition of the sending or receiving electronic equipment.
- c) Incompatibility between the sending and receiving equipment and software.
- d) Malfunctioning of any network, computer hardware or software.
- e) Delay in transmission or receipt of a bid.
- f) Failure of bidder to properly identify the bid.
- g) Security of bid data.
- h) Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to login repeated failures, etc.

If your bid is not accurately shown or you can not enter a bid at [www.auctionrp.com](http://www.auctionrp.com) then you should call GSA at 253-931-7547 for assistance.

## **19. BID EXECUTED ON BEHALF OF BIDDER**

a) A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

b) If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

c) If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those

except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

# NOTICES AND COVENANTS

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The following Notice and Covenants will be inserted in the Quitclaim Deed.

## 1. HAZARDOUS SUBSTANCE NOTIFICATION

### A. CERCLA Notice and Covenant Regarding Hazardous Substances

The notice and covenants contained in this Clause are required under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9620(h). The **GRANTOR** has completed a Phase I ESA which included Limited Asbestos-Containing Materials and Limited Lead-Based Paint Surveys, and Report of Remedial Activities for the Unity Lower Compound.

Pursuant to Section 120(h)(3)(A)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9620(h)(3)(A)(ii), the United States warrants that:

- (1) all response action necessary to protect human health and the environment with respect to any hazardous substance remaining on the Property has been taken before the date of this conveyance; and
- (2) it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of the conveyance.

This covenant shall not apply in any case in which **GRANTEE**, its heir(s), successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; **OR** to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the **GRANTEE**, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

- i. results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; **OR**

- ii. causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the **GRANTEE** as of the date of this conveyance.

In the event **GRANTEE**, its heir(s), successor(s) or assign(s) seeks to have **GRANTOR** conduct or pay for any additional response action, and, as a condition precedent to **GRANTOR** incurring any additional cleanup obligation or related expenses, the **GRANTEE**, its heir(s), successor(s) or assign(s), shall provide **GRANTOR** at least 45 days written notice of such a claim and provide credible evidence that the associated contamination existed prior to the date of this conveyance; and the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the **GRANTEE**, its heir(s), successor(s) or assign(s), or any party in possession.

**GRANTOR** reserves a right of access to all portions of the Property for environmental investigation, remediation removal or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to **GRANTOR**. These rights shall be exercisable in any case in which a remedial action, removal action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, removal action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out corrective, remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities or actions, shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

**B. The GRANTEE**, its heir(s), successor(s) or assign(s) hereby agrees to comply with any and

all applicable Federal, State, and local laws relating to the management of lead-based paint and asbestos-containing building material associated with the property, including but not limited to, any such laws relating to the mitigation, abatement, remediation, cleanup, renovation, demolition, and disposal of lead-based paint and asbestos-containing building material. **THE GRANTEE** further acknowledges that **THE UNITED STATES OF AMERICA** has taken all actions required under all Federal and State laws and regulations which are now in effect and which pertain to the investigation, assessment, and disclosure of lead-based paint or lead-based paint hazards.

**C. The GRANTEE**, its heir(s), successor(s), and assign(s) hereby agrees to indemnify, release, defend, and hold harmless the United States, its agencies, employees, agents, assigns, and successors from and against any liability, judgment, claim, penalty, fine, or other adverse action (whether legal or equitable in nature, and including without limitation, court costs and attorneys' fees) brought against the United States after the date of this agreement by any person or entity under any Federal, State, or local law, including but not limited to environmental and tort laws, with respect to; (a) any lead-based paint and/or asbestos-containing building material associated with the property; (b) violations of Federal, State, and local laws and regulations which are now or may in the future become applicable to the property, subject to the remedial action, covenant, and warranty provided above by **THE UNITED STATES OF AMERICA** in accordance with 42 U.S.C § 9620(h); and (c) releases or threatened releases on the property, or into the environment, of solid or hazardous waste, hazardous substances, or oil or petroleum products or their derivatives, after the date of this Deed.

This covenant to indemnify, release, defend, and hold harmless the United States shall survive the subsequent conveyance of all or any portion of the property to any person and shall be construed as running with the real property, and may be enforced by the United States in a court of competent jurisdiction.

## **2. NOTICE OF PRESENCE OF LEADBASED PAINT (LBP)**

GeoDesign Inc. 15575 SW Sequoia Pkwy, Suite 100, Portland OR 97224, (503) 968-8787, completed lead-based paint testing for all of the structures on October 17 and 18, 2007. The survey did not include sampling and analysis of building materials that were concealed (such as in walls and window frames or beneath floors). Contractors performing future renovation or demolition work should be notified of the presence of any lead-based paint. A summary of the survey results is as follows:

**Results:** No lead-based paint was found in the existing buildings at Unity Lower Compound. Lead-based paint was found in two bunkhouses, but they have been removed from the property. Surface soil samples were collected and tested and the concentration of lead were less than DEQ RBC's.

Every purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the Property to a residential dwelling.

## **3. ASBESTOS CONTAINING MATERIALS (ACM)**

GeoDesign Inc. 15575 SW Sequoia Pkwy, Suite 100, Portland OR 97224, (503) 968-8787 completed asbestos-containing material (ACM) surveys for all of the structures on October 17 and 18, 2007. The surveys did not include sampling and analysis of possible building materials that were concealed (such as in walls and doors or beneath floors). Therefore, the

survey should not be relied upon for demolition or renovation purposes. Prior to demolition or renovation and disturbance, these materials should be removed and disposed of in accordance with all applicable regulations, and a comprehensive asbestos survey should be completed. Asbestos was detected as follows:

**Results:** Asbestos was not detected in any of the 5 samples taken from suspect building materials on the site.

Asbestos water pipe that was stored on the site was removed in October, 2010, and the site cleaned of any contamination.

(a) Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

(b) Bidders are invited, urged and cautioned to inspect the Property to be sold prior to submitting a bid. More particularly, bidders are invited, urged and cautioned to inspect the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The Government will assist bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos hazards or concerns.

(c) No warranties either express or implied are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

(d) The description of the Property set forth in the IFB and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

(e) The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property which is the subject of this sale, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

(f) The Grantee further agrees that in its use and occupancy of the Property it will comply with all Federal, state, and local laws relating to asbestos.

#### 4. RADON

Radon is a radioactive gas. It comes from the natural decay of uranium that is found in nearly all soils. It typically moves up through the ground to the air above and into a home through cracks and other holes in the foundation. The amount of radon in the air is measured in "Pico curies per liter of air," or "pCi/L." The average indoor radon level is estimated to be about 1.3 pCi/L, and about 0.4 pCi/L of radon is normally found in the outside air. The EPA believes that any radon exposure carries some risk of lung cancer. Even radon levels below 4 pCi/L (EPA's action level) pose some risk. Reducing radon levels below 2 pCi/L is difficult.

Radon tests on the Compound resulted in the following: 2.7 pCi/L.

Radiation Protection Services (800 NE Oregon Street, Suite 640, Portland, OR 97232) which is a division of the Office of Public Health Systems in the Department of Human Services (500 Summer Street, NE, Salem, OR 97301) for the State of Oregon, has radon information by County for the State. In addition, Radiation Protection Services has radon levels for tests by zip code.

## 5. OTHER

GeoDesign Inc. 15575 SW Sequoia Pkwy, Suite 100, Portland OR 97224, (503) 968-8787 completed additional surveys of the sites, with the following findings:

**Soil Contamination:** A petroleum-contaminated soil stockpile in the northwestern corner of the Compound was removed on August 21, 2008, and the soil retested to satisfactory levels. Also, approximately 1 cubic yard of petroleum-impacted soil was removed from the location of the barn floor on the Lower Compound, and backfilled with clean topsoil. Confirmation

samples collected from the limits of the soil excavations verify that the impacted soil present on the sites has been sufficiently removed. Soil present in two catch basins located in the hazardous materials storage building on the Lower Compound was also removed, and the catch basins were wiped clean.

**Ground Water Contamination:** The Phase I assessment identified that the Stratton's Store facility, located approximately 1/8 mile southeast of the compounds, is included on the DEQ LUST database due to the presence of petroleum-contaminated soil and groundwater beneath the facility. An irrigation well to the west of storage building #2316 on the Compound was not in use and was also recently decommissioned. Groundwater samples were collected and tested from the site, and gasoline-range hydrocarbons and VOCs were not detected above MRLs. According to the Phase I report, municipal water service is currently available to the compound, so ingestion of contaminated groundwater by future owners or occupants of the compound does not appear likely.

# BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT PROPERTY

Unity Lower Compound  
316 Federal Loop, Unity, Oregon

**SEND THIS FORM TO:**

U.S. General Services Administration  
Office of Real Property Disposal (9PZF-10)  
400 15<sup>th</sup> Street S.W.  
Auburn, WA 98001  
Attn: Lisa Roundtree

**REGISTRATION DEPOSIT: \$5,000.00**

**PROPERTY CODE 221**

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids IFB for the bid price entered below or subsequent bids placed online if this bid is accepted by the Government within ninety (90) calendar days after the date of receipt. This Bid Form is made subject to the terms of the IFB No. 9PZF-11-01, including its Property Description, General Terms of Sale, Important Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Property, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of this initial bid and subsequent bids placed online at <http://www.auctionrp.com/>.

**INITIAL BID AMOUNT: \$** \_\_\_\_\_

**BID AMOUNT SPELLED OUT:** \_\_\_\_\_

If this bid is accepted, the instrument of conveyance should name the following as Grantee(s)

Indicate above the manner in which title is to be taken (e.g., Sole and Separate Property, Joint Tenants, Tenants in Common, Community Property). Include name of spouse, if applicable.

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Page 14, Paragraph 19, Bid Executed On Behalf of Bidder for instruction:

- ☐ An individual doing business as \_\_\_\_\_
- ☐ A partnership consisting of \_\_\_\_\_
- ☐ A limited liability partnership consisting of \_\_\_\_\_
- ☐ A corporation, incorporated in the State of \_\_\_\_\_
- ☐ A limited liability corporation, incorporated in the State of \_\_\_\_\_
- ☐ A trustee, acting for \_\_\_\_\_

**PLEASE COMPLETE THE FOLLOWING:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

# **CERTIFICATE OF CORPORATE BIDDER**

For use with Bidder Registration and Bid Form for Purchase of Government Property  
(See Page 14, Paragraph 19, Bid Executed On Behalf Of Bidder, for instructions)

## **Unity Lower Compound**

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or Other Title)

of the Corporation named as bidder herein; that \_\_\_\_\_  
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was  
then \_\_\_\_\_ of said Corporation  
(Official Title)

that said bid was duly signed for and on behalf of said Corporation by authority of its  
governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
(Signature of Certifying Officer)

(Corporate Seal Here)

# REGISTRATION DEPOSIT BY CREDIT CARD

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**Unity Lower Compound**  
**PROPERTY CODE 221**  
**316 Federal Loop, Unity, Oregon**

**SEND THIS FORM TO:**

U.S. General Services Administration  
Office of Real Property Disposal (9PRF-10)  
400 15<sup>th</sup> Street S.W.  
Auburn, WA 98001-6599  
Attn: Lisa Roundtree

**THIS FORM MAY BE SUBMITTED BY FAX:**  
**(253) 931-7554**

**REGISTRATION DEPOSIT: \$** \_\_\_\_\_

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bid Package and any Addendum. The applicant must be the authorized cardholder. The applicant agrees that his or her credit card account will be debited the full amount of the registration deposit, as specified in the Important Instructions to Bidders, Page 11, Paragraph 5, Bidder Registration. In the event that applicant becomes the Purchaser, the registration deposit will be applied towards the purchase price for the Property. In the event the applicant is not the Purchaser, the registration deposit will be credited to the credit account listed below.

PLEASE PRINT OR TYPE LEGIBLY

First and Last Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Check type of credit card to be charged: ☐ Visa ☐ MasterCard  
☐ AMEX ☐ Discover

Name as it appears on card: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

CSC/CVC Code \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_